

MORTGAGE OF REAL ESTATE BY A CORPORATION — Prepared by WILLIAMS & HENRY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED MORTGAGE OF REAL ESTATE BY A CORPORATION
GREENVILLE TO WHOM THESE PRESENTS MAY CONCERN:

MAY 7 4 36 PM '84

WHEREAS, Hal-Bar Plumbing Company, Inc
JONNIE S. WALKER SLEYa corporation chartered under the laws of the State of South Carolina,
(hereinafter referred to as Mortgagor) is well and truly indebted unto Ferguson Enterprises, Incorporated

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Seventeen Thousand One Hundred Eighty-five and No/100 Dollars (\$ 17,185.00) due and payable

February 1, 1985

with interest thereon from May 1, 1984 at the rate of 18% per centum per annum, to be paid
at maturity.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the southern side of Augusta Road (U.S. Highway 25), containing 2.0 acres, more or less, as shown on plat entitled "Property of Hal-Bar Plumbing Co., Inc.," dated November 28, 1979, prepared by Freeland & Associates, R.L.S., and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-Q, at Page 64, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Augusta Road (U.S. Highway 25), said iron pin being at the southwestern corner of the intersection of Augusta Road (U.S. Highway 25) and Donaldson Road, and running thence with the western side of Donaldson Road, the following courses and distances: S. 17-48 W. 98.76 feet to an iron pin; S. 13-44 W. 99.84 feet to an iron pin; S. 10-08 W. 100 feet to an iron pin; S. 06-49 W. 100 feet to an iron pin; S. 03-25 W. 43.41 feet to an iron pin in the line of property now or formerly of Jolly; thence with the line of property now or formerly of Jolly, the following courses and distances: N. 83-46 W. 126.05 feet to an iron pin; N. 38-18 W. 225 feet to an iron pin on the southern side of Augusta Road (U.S. Highway 25); thence with the southern side of Augusta Road (U.S. Highway 25), the following courses and distances: N. 44-58 E. 89.20 feet to an iron pin; N. 45-18 E. 334.73 feet to an iron pin, the point of beginning; minus all that property conveyed by the Mortgagor herein to Roger H. Patterson, Jr., by deed dated April 14, 1983, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1186, at Page 426, and minus all that property conveyed by the Mortgagor herein to Ronald Dean and Lewis Murphree by deed dated June 30, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1150, at Page 859.

The within property is a portion of the property conveyed to the Mortgagor herein by deed of Frances J. Ashmore, dated December 5, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1117, at Page 110

It is further agreed that the Mortgagor grants the within mortgage not only to secure payment of the note as set forth hereinabove, but also any and all other and further indebtednesses which Mortgagor may contract to pay to Mortgagee for future loans, advances or acceptances made during the existence of this Mortgage, and any renewal or renewals of note or notes for said present or future indebtedness, it being specially acknowledged that open account

CONTINUED ON REVERSE SIDE

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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